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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

PARIS MCGOWAN, individually, and
on behalf of other members of the
general public similarly situated and on
behalf of aggrieved employees pursuant
to the Private Attorneys General Act
("PAGA");

Plaintiff,

v.

MCLANE FOODSERVICE
DISTRIBUTION, INC., a North
Carolina corporation; MCLANE
FOODSERVICE, INC., a Texas
corporation; MCLANE/SUNEAST,
INC., a Texas corporation; DOES 1
through 100, inclusive;

Defendants.

Case No.: 5:24-cv-00689-JLS-MAR

**STIPULATED PROTECTIVE
ORDER**

Complaint Filed: December 15, 2023
FAC Filed: March 17, 2025
Removal Date: April 1, 2024
Trial Date: None Set

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FOODSERVICE, INC. and MCLANE FOODSERVICE DISTRIBUTION, INC.

1 **1. INTRODUCTION**

2 **1.1 PURPOSES AND LIMITATIONS**

3 Discovery in this action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may be
6 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
7 the following Stipulated Protective Order. The parties acknowledge that this Order
8 does not confer blanket protections on all disclosures or responses to discovery and
9 that the protection it affords from public disclosure and use extends only to the
10 limited information or items that are entitled to confidential treatment under the
11 applicable legal principles. The parties further acknowledge, as set forth in Section
12 12.3, below, that this Stipulated Protective Order does not entitle them to file
13 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
14 that must be followed and the standards that will be applied when a party seeks
15 permission from the court to file material under seal.

16 **1.2 GOOD CAUSE STATEMENT**

17 This action is likely to involve trade secrets, confidential personal information,
18 and other valuable research, development, commercial, financial, technical and/or
19 proprietary information for which special protection from public disclosure and from
20 use for any purpose other than prosecution of this action is warranted. Such
21 confidential and proprietary materials and information consist of, among other
22 things, confidential business or financial information, information regarding
23 confidential business practices, development, or commercial information (including
24 information implicating privacy rights of third parties), personally identifiable
25 information or otherwise confidential personal information of third parties, or
26 information otherwise generally unavailable to the public or which may be privileged
27 or otherwise protected from disclosure under state or federal statutes, court rules, case
28 decisions, or common law. Accordingly, to expedite the flow of information, to

1 facilitate the prompt resolution of disputes over confidentiality of discovery
2 materials, to adequately protect information the parties are entitled to keep
3 confidential, to protect the privacy of individuals who are not parties to this action,
4 to ensure that the parties are permitted reasonable necessary uses of such material in
5 preparation for and in the conduct of trial, to address their handling at the end of the
6 litigation, and serve the ends of justice, a protective order for such information is
7 justified in this matter. It is the intent of the parties that information will not be
8 designated as confidential for tactical reasons and that nothing be so designated
9 without a good faith belief that it has been maintained in a confidential, non-public
10 manner, and there is good cause why it should not be part of the public record of this
11 case.

12 **2. DEFINITIONS**

13 2.1 Action: this pending federal lawsuit.

14 2.2 Challenging Party: a Party or Non-Party that challenges the designation
15 of information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
17 how it is generated, stored or maintained) or tangible things that qualify for protection
18 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
19 Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
21 their support staff).

22 2.5 Designating Party: a Party or Non-Party that designates information or
23 items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless
27 of the medium or manner in which it is generated, stored, or maintained (including,
28 among other things, testimony, transcripts, and tangible things), that are produced or

1 generated in disclosures or responses to discovery in this matter.

2 2.7 Expert: a person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as
4 an expert witness or as a consultant in this Action.

5 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY”:
6 “CONFIDENTIAL” Information or Items (as defined in 2.3) the disclosure of which
7 to another Party or Non-Party would create a substantial risk of harm to the Producing
8 Party and/or to a Non-Party.

9 2.9 House Counsel: attorneys who are employees of a party to this Action.
10 House Counsel does not include Outside Counsel of Record or any other outside
11 counsel.

12 2.10 Non-Party: any natural person, partnership, corporation, association, or
13 other legal entity not named as a Party to this action.

14 2.11 Outside Counsel of Record: attorneys who are not employees of a party
15 to this Action but are retained to represent or advise a party to this Action and have
16 appeared in this Action on behalf of that party or are affiliated with a law firm which
17 has appeared on behalf of that party, and includes support staff.

18 2.12 Party: any party to this Action, including all of its officers, directors,
19 employees, consultants, retained experts, and Outside Counsel of Record (and their
20 support staffs).

21 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
22 Discovery Material in this Action.

23 2.14 Professional Vendors: persons or entities that provide litigation support
24 services (e.g., photocopying, videotaping, translating, preparing exhibits or
25 demonstrations, and organizing, storing, or retrieving data in any form or medium)
26 and their employees and subcontractors.

1 2.15 Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY.”

4 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
5 from a Producing Party.

6 **3. SCOPE**

7 The protections conferred by this Stipulation and Order cover not only
8 Protected Material (as defined above), but also (1) any information copied or
9 extracted from Protected Material; (2) all copies, excerpts, summaries, or
10 compilations of Protected Material; and (3) any testimony, conversations, or
11 presentations by Parties or their Counsel that might reveal Protected Material.

12 Any use of Protected Material at trial will be governed by the orders of the trial
13 judge. This Order does not govern the use of Protected Material at trial.

14 **4. DURATION**

15 Even after final disposition of this litigation, the confidentiality obligations
16 imposed by this Order will remain in effect until a Designating Party agrees otherwise
17 in writing or a court order otherwise directs. Final disposition will be deemed to be
18 the later of (1) dismissal of all claims and defenses in this Action, with or without
19 prejudice; and (2) final judgment herein after the completion and exhaustion of all
20 appeals, rehearings, remands, trials, or reviews of this Action, including the time
21 limits for filing any motions or applications for extension of time pursuant to
22 applicable law.

23 **5. DESIGNATING PROTECTED MATERIAL**

24 5.1 Exercise of Restraint and Care in Designating Material for Protection.

25 Each Party or Non-Party that designates information or items for protection
26 under this Order must take care to limit any such designation to specific material that
27 qualifies under the appropriate standards. The Designating Party must designate for
28 protection only those parts of material, documents, items, or oral or written

1 communications that qualify so that other portions of the material, documents, items,
2 or communications for which protection is not warranted are not swept unjustifiably
3 within the ambit of this Order.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations
5 that are shown to be clearly unjustified or that have been made for an improper
6 purpose (e.g., to unnecessarily encumber the case development process or to impose
7 unnecessary expenses and burdens on other parties) may expose the Designating
8 Party to sanctions.

9 If it comes to a Designating Party's attention that information or items that it
10 designated for protection do not qualify for protection, that Designating Party must
11 promptly notify all other Parties that it is withdrawing the inapplicable designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in
13 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
15 under this Order must be clearly so designated before the material is disclosed or
16 produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic documents,
19 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
20 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter the,
21 "CONFIDENTIAL legend") or "HIGHLY CONFIDENTIAL – ATTORNEYS'
22 EYES ONLY" (hereinafter, the "HIGHLY CONFIDENTIAL legend"), to each page
23 that contains protected material. If only a portion or portions of the material on a
24 page qualifies for protection, the Producing Party also must clearly identify the
25 protected portion(s) (e.g., by making appropriate markings in the margins).

26 A Party or Non-Party that makes original documents available for inspection
27 need not designate them for protection until after the inspecting Party has indicated
28 which documents it would like copied and produced. During the inspection and

1 before the designation, all of the material made available for inspection will be
2 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
3 documents it wants copied and produced, the Producing Party must determine which
4 documents, or portions thereof, qualify for protection under this Order. Then, before
5 producing the specified documents, the Producing Party must affix the
6 “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL legend” to each page
7 that contains Protected Material. If only a portion or portions of the material on a
8 page qualifies for protection, the Producing Party also must clearly identify the
9 protected portion(s) (e.g., by making appropriate markings in the margins).

10 (b) for testimony given in depositions, that the Designating Party identify
11 the Disclosure or Discovery Material on the record, before the close of the deposition
12 all protected testimony, or, at the Designating Party’s option, within 30 days after the
13 transcript(s) for the deposition is/are completed by the court reporter and transmitted
14 to counsel for the Designating Party.

15 (c) for information produced in some form other than documentary and for
16 any other tangible items, that the Producing Party affix in a prominent place on the
17 exterior of the container or containers in which the information is stored the legend
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL legend.” If only a portion or
19 portions of the information warrants protection, the Producing Party, to the extent
20 practicable, will identify the protected portion(s).

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
22 failure to designate qualified information or items does not, standing alone, waive
23 the Designating Party’s right to secure protection under this Order for such material.
24 Upon timely correction of a designation, the Receiving Party must make reasonable
25 efforts to assure that the material is treated in accordance with the provisions of this
26 Order as if the material had been designated as “CONFIDENTIAL” or “HIGHLY
27 CONFIDENTIAL legend” at the time it was initially produced or disclosed.
28

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court's
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party will initiate the dispute
6 resolution process under Local Rule 37.1. *et seq.*

7 6.3 The burden of persuasion in any such challenge proceeding will be on
8 the Designating Party. Frivolous challenges, and those made for an improper purpose
9 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
10 expose the Challenging Party to sanctions. Unless the Designating Party has waived
11 or withdrawn the confidentiality designation, all parties will continue to afford the
12 material in question the level of protection to which it is entitled under the Producing
13 Party's designation until the Court rules on the challenge.

14 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

15 7.1 Basic Principles. A Receiving Party may use Protected Material that is
16 disclosed or produced by another Party or by a Non-Party in connection with this
17 Action only for prosecuting, defending, or attempting to settle this Action. Such
18 Protected Material may be disclosed only to the categories of persons and under the
19 conditions described in this Order. When the Action has been terminated, a
20 Receiving Party must comply with the provisions of Section 13 below (FINAL
21 DISPOSITION).

22 Protected Material must be stored and maintained by a Receiving Party at a
23 location and in a secure manner that ensures that access is limited to the persons
24 authorized under this Order.

25 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
26 otherwise ordered by the court or permitted in writing by the Designating Party, a
27 Receiving Party may disclose any information or item designated
28 "CONFIDENTIAL" only to:

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
2 as employees of said Outside Counsel of Record to whom it is reasonably necessary
3 to disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of the
5 Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom
7 disclosure is reasonably necessary for this Action and who have signed the
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

9 (d) the Court and its personnel;

10 (e) court reporters, videographers, and their staff who have signed the
11 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

12 (f) professional jury or trial consultants, mock jurors, and Professional
13 Vendors to whom disclosure is reasonably necessary for this Action and who have
14 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

15 (g) the author or recipient of a document containing the information or a
16 custodian or other person who otherwise possessed or knew the information to whom
17 disclosure is reasonably necessary for this Action and who has signed the
18 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

19 (h) during their depositions, witnesses, and attorneys for witnesses, in the
20 Action to whom disclosure is reasonably necessary provided: (1) the Designating
21 Party requests that the witness sign the form attached as Exhibit A hereto; and (2)
22 neither the witness nor any attorneys for the witness will be permitted to keep any
23 confidential information, unless otherwise agreed by the Designating Party or
24 ordered by the court. Pages of transcribed deposition testimony or exhibits to
25 depositions that reveal Protected Material may be separately bound by the court
26 reporter and may not be disclosed to anyone except as permitted under this Stipulated
27 Protective Order; and
28

1 (i) any mediator or settlement officer, and their supporting personnel,
2 mutually agreed upon by any of the parties engaged in settlement discussions.

3 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’
4 EYES ONLY” Information or Items. Unless otherwise ordered by the court or
5 permitted in writing by the Designating Party, a Receiving Party may disclose any
6 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
7 EYES ONLY” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
9 as employees of said Outside Counsel of Record to whom it is reasonably necessary
10 to disclose the information for this Action;

11 (b) the Receiving Party’s House Counsel to whom it is reasonably necessary
12 to disclose the information for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom
14 disclosure is reasonably necessary for this Action and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (d) the Court and its personnel;

17 (e) court reporters, videographers, and their staff who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (f) professional jury or trial consultants, mock jurors, and Professional
20 Vendors to whom disclosure is reasonably necessary for this Action and who have
21 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (g) the author or recipient of a document containing the information or a
23 custodian or other person who otherwise possessed or knew the information to whom
24 disclosure is reasonably necessary for this Action and who has signed the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

26 (h) any mediator or settlement officer, and their supporting personnel,
27 mutually agreed upon by any of the parties engaged in settlement discussions.
28

1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY” that Party must:

7 (a) promptly notify in writing the Designating Party. Such notification
8 must include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena or order
10 to issue in the other litigation that some or all of the material covered by the subpoena
11 or order is subject to this Protective Order. Such notification will include a copy of
12 this Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be pursued
14 by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with
16 the subpoena or court order will not produce any information designated in this action
17 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
18 ONLY” before a determination by the court from which the subpoena or order issued,
19 unless the Party has obtained the Designating Party’s permission. The Designating
20 Party will bear the burden and expense of seeking protection in that court of its
21 confidential material and nothing in these provisions should be construed as
22 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
23 directive from another court.

24 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
25 **PRODUCED IN THIS LITIGATION**

26 (a) The terms of this Order are applicable to information produced by a
27 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by

1 or regarding Non-Parties in connection with this litigation is protected by the
2 remedies and relief provided by this Order. Nothing in these provisions should be
3 construed as prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to
5 produce a Non-Party's confidential information in its possession, and the Party is
6 subject to an agreement with the Non-Party not to produce the Non-Party's
7 confidential information, then the Party will:

8 (1) promptly notify in writing the Requesting Party and the Non-
9 Party that some or all of the information requested is subject to a confidentiality
10 agreement with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Stipulated
12 Protective Order in this Action, the relevant discovery request(s), and a reasonably
13 specific description of the information requested; and

14 (3) make the information requested available for inspection by the
15 Non-Party, if requested.

16 (c) If the Non-Party fails to seek a protective order from this court within
17 14 days of receiving the notice and accompanying information, the Receiving Party
18 may produce the Non-Party's confidential information responsive to the discovery
19 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
20 not produce any information in its possession or control that is subject to the
21 confidentiality agreement with the Non-Party before a determination by the court.
22 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
23 of seeking protection in this court of its Protected Material.

24 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
26 Protected Material to any person or in any circumstance not authorized under this
27 Stipulated Protective Order, the Receiving Party must immediately:

28 (a) notify in writing the Designating Party of the unauthorized disclosures;

1 (b) use its best efforts to retrieve all unauthorized copies of the Protected
2 Material;

3 (c) inform the person or persons to whom unauthorized disclosures were made
4 of all the terms of this Order; and

5 (d) request such person or persons to execute the “Acknowledgment and
6 Agreement to Be Bound” that is attached hereto as Exhibit A.

7 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
8 **PROTECTED MATERIAL**

9 When a Producing Party gives notice to Receiving Parties that certain
10 inadvertently produced or disclosed material or information is subject to a claim of
11 privilege or other protection, the obligations of the Receiving Parties are those set
12 forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended
13 to modify whatever procedure may be established in an e-discovery order that
14 provides for production without prior privilege review. Pursuant to Federal Rule of
15 Evidence 502(d) and (e), the parties agree that the inadvertent disclosure or
16 production of a communication, material or information covered by the attorney-
17 client privilege, attorney work product protection, or any other privilege or protection
18 will not result in a waiver of such privilege or protection in the Action and also in
19 any other state or federal proceeding. Any Receiving Party may challenge the
20 Producing Party’s notice of an inadvertent production or disclosure using the same
21 procedures for challenging confidentiality designations as provided in Section 6,
22 above.

23 **12. MISCELLANEOUS**

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
25 person to seek its modification by the Court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this
27 Protective Order no Party waives any right it otherwise would have to object to
28 disclosing or producing any information or item on any ground not addressed in this

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any
2 ground to use in evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
5 only be filed under seal pursuant to a court order authorizing the sealing of the
6 specific Protected Material at issue. If a Party's request to file Protected Material
7 under seal is denied by the court, then the Receiving Party may file the information
8 in the public record unless otherwise instructed by the court.

9 **13. FINAL DISPOSITION**

10 After the final disposition of this Action, as defined in Section 4, within 60
11 days of a written request by the Designating Party, each Receiving Party must return
12 all Protected Material to the Producing Party or destroy such material. As used in
13 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
14 summaries, and any other format reproducing or capturing any of the Protected
15 Material. Whether the Protected Material is returned or destroyed, the Receiving
16 Party must submit a written certification to the Producing Party (and, if not the same
17 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
18 (by category, where appropriate) all the Protected Material that was returned or
19 destroyed and (2) affirms that the Receiving Party has not retained any copies,
20 abstracts, compilations, summaries, or any other format reproducing or capturing any
21 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
22 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
23 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
24 reports, attorney work product, and consultant and expert work product, even if such
25 materials contain Protected Material. Any such archival copies that contain or
26 constitute Protected Material remain subject to this Protective Order as set forth in
27 Section 4 (DURATION).
28

1 **14. VIOLATION**

2 Any willful violation of this Order may be punished by civil or criminal
3 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
4 authorities, or other appropriate action at the discretion of the Court.

5
6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7
8 Dated: April 15, 2025

JUSTICE LAW CORPORATION

9
10 By: /s/ Talia Lux
11 Douglas Han, Esq.
12 Shunt Tatavos-Gharajeh, Esq.
13 Talia Lux, Esq.
14 Attorneys for Plaintiff PARIS MCGOWAN

15 Dated: April 15, 2025

BAKER & HOSTETLER LLP

16
17 By: /s/ Amy E. Beverlin
18 Matthew C. Kane, Esq.
19 Sylvia J. Kim, Esq.
20 Amy E. Beverlin, Esq.
21 Kerri H. Sakaue, Esq.
22 Attorneys for Defendants
23 MCLANE/SUNEAST, INC., MCLANE
24 FOODSERVICE, INC. and MCLANE
25 FOODSERVICE DISTRIBUTION, INC.

26 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

27 Dated: 4/22/2025

28 

HON. MARGO A. ROCCONI
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California
on _____ [date] in the case of *McGowan v. McLane Foodservice Distribution, Inc., et al.*, Case No.: 5:24-cv-00689-JLS-MAR. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order. I further
agree to submit to the jurisdiction of the United States District Court for the Central
District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action. I hereby appoint _____ [print or type full
name] of _____ [print or type full address
and telephone number] as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Stipulated
Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____